

Interagency Memorandum of Understanding

This Agreement is between the Kansas State Employees Health Care Commission (hereafter referenced as “HCC”) and the Kansas Health Policy Authority (hereafter referenced as “KHPA”).

WHEREAS, pursuant to K.S.A. 75-6501, *et seq.*, the HCC develops and provides for the implementation and administration of a state health care benefits program with authority to contract for those benefits per K.S.A. 75-6504;

WHEREAS, pursuant to K.S.A. 75-7405(d), the KHPA is authorized to carry out the operational and purchasing functions for the state health care benefits program as provided in K.S.A. 75-6501 through 75-6523; and

WHEREAS, the parties are desirous of entering into this agreement which provides understanding and a general clarification of each party’s statutory responsibilities.

NOW THEREFORE, the parties agree as follows:

1. HCC Meetings. The HCC shall maintain all administrative and technical responsibility for the HCC meetings, including scheduling, recording minutes, and notifying commission members. The HCC may consult with the KHPA staff as to scheduling the HCC meetings and setting the HCC agenda items. The KHPA will endeavor to submit all meeting materials to the HCC ten (10) days before any scheduled HCC meeting.
2. Benefit Description/Certificate of Coverage and Pricing. All final benefit program changes to plan designs, certificates of coverage, benefit descriptions and pricing, excluding the medicare plans, shall be submitted to the HCC annually before July 1 (beginning of the fiscal year) for approval. Final benefit program changes to plan designs, certificates of coverage, benefit descriptions and pricing for the medicare plans shall be submitted to the HCC before October 1. It is expected that any changes proposed by the KHPA to the items listed herein will be initially submitted to the HCC at least during the first quarter of each calendar year.
3. Budget. The HCC shall maintain fiscal oversight of the state health care benefits program fund and shall transfer the state health care benefits program funds to the KHPA for daily operation of the state health care benefits program fund and related purposes. In furtherance of the KHPA’s fiduciary duty to the HCC, the KHPA shall timely submit to the HCC each quarter a quarterly financial report of the state health care benefits program budget, including expenditure for operations and benefits and as requested by commission members.
4. Legal Representation. The KHPA legal staff shall provide legal services on behalf of the HCC as the HCC may require for the state health care benefits program. The scope of legal representation shall include but may not be limited to negotiating and drafting contractual agreements for the state health care benefits program. In representing the KHPA as well as the HCC, the KHPA legal staff may possess confidential information from each party. It is

understood by both parties that the KHPA legal staff may freely convey necessary information provided by one party to the other party. Under applicable rules of professional conduct, this Memorandum of Understanding shall also serve to confirm this legal fiduciary relationship between the KHPA legal staff and the HCC, and that the HCC and the KHPA have each agreed to waive any conflict of interest arising from this representation as identified herein and not to object to the representation of the HCC by the KHPA legal staff with regard to the state health care benefits program.

5. Contract Signatories. Contracts prepared and entered into under this Memorandum of Understanding shall identify the State of Kansas as “Kansas State Employees Health Care Commission or its designee(s),” and shall be signed by both the HCC and the KHPA as follows:

Kansas State Employees Health Care Commission

By: _____
Name, Chairman

Accepted by designee:
Kansas Health Policy Authority

By: _____
Name, Executive Director

6. Contracts. The HCC shall review and approve all contracts involving the direct purchase, reimbursement, and administration of health care services, but not those addressing services used to aid in the operation of the state employee health care plan, which shall be signed by KHPA.

- KHPA will prepare a list of all contracts related to the state employee health plan, identifying which contracts require a signature by HCC and KHPA and which require only KHPA signature. The HCC will review and approve the list and consider updates to the list as necessary. Between HCC meetings, the KHPA may enter into contracts not identified on the list in order to support the operations of the State Employee Health Benefits Plan. The KHPA will notify the chair of the HCC before entering into additional contracts and the contract list will be updated at the next HCC meeting.
- KHPA shall present the HCC with Requests for Proposals for contractual services that require both HCC and KHPA signature 30 days prior to the anticipated RFP release date.
- KHPA shall comply with Department of Administration, Division of Purchases, procurement procedures. KHPA shall present each contract requiring both HCC and KHPA signature to the HCC for approval upon completion of contract negotiations.

7. Other Services. Pursuant to K.S.A. 75-7405, the KHPA shall provide any other needed services to the HCC for the state health care benefits program.

IN WITNESS WHEREOF, the HCC and the KHPA have caused this Memorandum of Understanding to be executed as of the date written below.

Kansas State Employees Health Care Commission

By: _____
Duane A. Goossen, Chairman Date

Kansas Health Policy Authority

By: _____
Marcia J. Nielsen, PhD, MPH Date
Executive Director

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